

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SERVICE AGREEMENT
ANNUAL REQUIREMENTS FOR
EQUIPMENT SERVICE AND SOFTWARE SUPPORT

DATE: March 18, 2005

CONTRACT PERIOD: April 14, 2005 thru April 15, 2006

CONTRACTOR: Bowe Bell + Howell Company
3791 South Austin Avenue
Durham, NC 27709

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Barbara A. Ratto
or Donna Pipkin
Telephone No.: (919) 767-4311
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As per Bowe Bell + Howell
Exhibit A
Equipment Service and Software Support Schedule No. 22219-2004

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #70033
Dated: 04/12/04



EXHIBIT A
Equipment Service and Software Support Schedule No. 22219-2004

Customer:
CITY OF LINCOLN

Start Date of Services: April 14, 2004
End Date of Services: April 13, 2005

Site (Equipment Site Address):
CITY OF LINCOLN
555 SOUTH 10TH STREET
LINCOLN, NE 68508

Invoice To Address:
AUDITING DIVISION, 555 SOUTH 10TH STREET
LINCOLN, NE 68508

THIS EQUIPMENT SERVICE AND SOFTWARE SUPPORT SCHEDULE (the "Schedule") by and between Bowe Bell + Howell Company ("BB+H") and Customer is entered into pursuant to the terms and conditions of that certain Master Equipment Service and Software Support Agreement by and between BB+H and Customer dated April 14, 2001 (the "Agreement"), which is incorporated by reference herein. Unless otherwise defined herein, all defined terms used in this Schedule shall have the same meaning ascribed to them in the Agreement.

1. **Term.** This Schedule shall be effective upon the Start Date of Services as set forth above and shall continue for a period of one year unless otherwise stated above (the "Term"). ~~At the completion of this initial term, this Schedule shall automatically renew for successive one-year terms, until terminated in accordance with the Agreement.~~ *As per Donna Pipkin 4-6-04*

2. **Service Coverage.** Check all that apply: Equipment and Software Services are described in Exhibit 1, attached hereto and by this reference made a part hereof.

☒ **Equipment Maintenance Coverage** (See Equipment Maintenance Coverage List) Section 2.1.A (attached)

☐ **Software Maintenance Coverage** (See Software Coverage List) Section 2.1.B (attached)

☐ **Software Subscription Service** (See Software Coverage List) Section 2.1.B (attached)

3. **Service Fees.** Customer shall pay to BB+H an Service Fee of \$4,176.00 as set forth in Section 2 (attached). Such Service Fee shall be paid in one annual installment with each installment due in advance of the twelve month period in which the Services will be provided. Service Fee is exclusive of applicable taxes, which will be invoiced with Service Fee.

Please check the box that applies to Customer with respect to this Schedule:

☐ Customer requires a Purchase Order be issued before an invoice may be paid. Accordingly, Customer agrees to issue such a Purchase Order upon signing this Schedule and return such Purchase Order with this Schedule to BB+H.

☐ Customer does not require a Purchase Order be issued before an invoice may be paid.

4. **Principal Period of Maintenance.** Unless otherwise stated herein, the PPM shall be 8:30 AM to 5:00 PM Monday through Friday, excluding holidays.

5. This Schedule may be modified or amended only by a subsequent written instrument signed by authorized representatives of the parties hereto expressly superseding the provisions hereof. Any modification to Sections 2 or 4 herein require sixty (60) days prior written notice before such modifications shall become effective.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

IN WITNESS WHEREOF, BB+H and Customer, each acting under due and proper authority, have executed this Schedule as of the day, month and year set forth below.

BOWE BELL + HOWELL COMPANY

By: Barbara A. Ratto

Name: Barbara A. Ratto

Title: Manager

Date: February 24, 2004

CITY OF LINCOLN

By: Coleen J. Seng

Name: Coleen J. Seng

Title: Mayor

Date: 4-12-04

Section 2.1.A - Equipment Maintenance Services Coverage List

EQUIPMENT & MODEL	SERVICE I.D. NO.	SERIAL NO.	SERVICE TYPE	PM INSPS.	RM CALLS	TOTAL SERVICE FEE
Mailstar 775	44604A	47-1079	Priority Service Plus	4	ALL	4,176.00
TOTAL EQUIPMENT SERVICE FEES (Exclusive of Taxes)						4,176.00

Section 2.1.B - Software Services Coverage List

SOFTWARE DESCRIPTION	SERVICE I.D. NO.	SERIAL NO.	SERVICE TYPE	TOTAL SERVICE FEE
TOTAL SOFTWARE SERVICES FEES (Exclusive of Taxes)				0.00

TOTAL AGREEMENT EQUIPMENT AND SOFTWARE SERVICE FEES: \$4,176.00

EXHIBIT 1

Customer Services

Description of Service Options

The following terms shall have the meaning ascribed to them below:

1. "Equipment Services" shall include:

(1.a) "Resident Service Plus"- During the PPM, BB+H will provide a technician designated to work solely at the Site (the "Resident Technician"). The Resident Technician shall perform Preventive Maintenance and Remedial Maintenance on the Equipment, as reasonably necessary, and replace, at no charge to Customer, all Consumable and Non-Consumable Parts. Notwithstanding anything contained herein to the contrary, if the Resident Technician is unable to be present at the Site, then BB+H shall use reasonable best efforts to provide Customer with a replacement technician during the time the Resident Technician is unavailable.

(1.b) "Priority Service Plus" - During Regular Business Hours, if requested by Customer, BB+H shall dispatch a technician to perform, pursuant to the Schedule, Preventive Maintenance inspections and Remedial Maintenance calls. During any Remedial Maintenance call or Preventive Maintenance call, the technician shall replace, without additional charge to Customer, as reasonably necessary, Non-Consumable Parts. Operator error, routine set-up, and repeated operator training are not included in the number of inspections or calls listed on the Schedule. BB+H shall bill Customer, (at BB+H's then current rates for labor plus BB+H's list price for any Equipment parts) for any Services required as a result of operator error, routine set-up and repeated operator training.

(1.f) "Custom Service" - BB+H shall provide additional custom services to Customer. Such Customer services and fees and rates for such services shall be described in an addendum to the Schedule.

2. Software Maintenance Services: The following terms shall have the meaning ascribed to them below:

2.1 "Software Maintenance Service Support" will consist of following:

(2.1.a) "Telephone and E-Mail Assistance". - BB+H shall provide Customer with a toll-free telephone number that will enable designated Customer employees to (i) call BB+H for general assistance, (ii) obtain answers to specific software questions, and (iii) receive aid in diagnosing suspected software problems. BB+H will respond to requests for assistance made by Customer via telephone or e-mail. Telephone support shall be available between 8:30 a.m. and 5 p.m., Eastern Standard Time, Monday through Friday, excluding BB+H holidays.

(2.1.b) "Remote Diagnostic Service". - BB+H, at its sole discretion, may employ remote telephony techniques in an effort to enhance the diagnostics process. Customer agrees that any remote diagnostic ancillary equipment and/or Software (collectively, the "RD") and or software furnished by BB+H shall remain the property of BB+H. Customer agrees to provide adequate protection for the RD, including, but not limited to protection against theft, physical damage by Customer's personnel, and reasonable protection against natural elements. Customer further agrees that, upon discontinuance of RD service, BB+H may remove and / or disable the RD at any time after proper notice of discontinuance to BB+H. Customer is responsible for any charges for phone line installation or monthly usage.

(2.1.c) "Maintenance Releases". - BB+H may periodically prepare and provide to Customer software fixes or patches that are otherwise not separately marketed or priced (the "Maintenance Releases"). Customer will be solely responsible for integrating Maintenance Releases into Customer's Equipment and Software environment. BB+H may at its sole discretion charge a fee for Maintenance Releases that provide new functionality.

(2.1.d) "Documentation Configuration Management". - BB+H will periodically send to customer the latest revision of the operator's manual (the "Update"). BB+H may send the Update by either hard copy or electronic media. Customer is responsible for placing the Update in the correct manual and for properly maintaining said manual.

(2.1.e) "Enhancement Releases". - BB+H may periodically prepare and provide to Customer enhancements or additional features that are otherwise not separately marketed or priced (the "Enhancements"). Customer will be solely responsible for integrating Enhancements into Customer's Equipment and Software environment. BB+H may at its sole discretion charge a fee for Enhancements that provide new functionality.

2.2 "Sorting Software Subscriptions Service" - For an annual fee, BB+H will provide updates to Customer of the latest USPS CASS directories and current USPS tables (labeling lists and 5-digit city/state scheme information). These updates are intended to provide Customer with the most recent information available. The CASS directory updates normally ship bi-monthly, but are shipped monthly for Compass™ customers (per USPS requirements). The current USPS tables are also shipped monthly.

"Options" (Separately priced) shall include:

"Expanded Telephone Support Hours". Telephone and e-mail support as listed in Section 2.1.a above, available on a 7 x 24 basis, excluding BB+H holidays.